

CLERK'S OFFICE U.S. DIST. COURT
AT LYNCHBURG, VA
FILED

JUN 10 2021

JULIA C. DUDLEY, CLERK
BY: *[Signature]*
DEPUTY CLERK

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF VIRGINIA
LYNCHBURG DIVISION

W.C. ENGLISH, INC.,

Plaintiff,

v.

RUMMEL, KLEPPER & KAHL, LLP,

Defendant.

CASE No. 6:17-CV-00018

JUDGE NORMAN K. MOON

VERDICT FORM

1. Do you find, by the preponderance of the evidence, that RK&K materially breached the QA Subcontract with English?

☒ Yes ☐ No

If your answer to this question is "No," please stop and advise the marshal you have reached a verdict. If your answer is "Yes," please proceed to question number 2.

2. Do you find, by a preponderance of the evidence, that English is entitled to damages or indemnification, pursuant to the terms of the QA Subcontract with RK&K?

☒ Yes ☐ No

If your answer to this question is "No," please stop and advise the marshal you have reached a verdict. If your answer is "Yes," please proceed to question number 3.

3. We, the jury, find by a preponderance of the evidence, that under the terms of the QA Subcontract, English has shown it is entitled to damages or indemnification in the amount of \$_____ from RK&K.

\$1,986,089.70

4. Do you find, by a preponderance of the evidence, that under the QA Subcontract, RK&K must pay English's attorneys' fees in litigating this case against RK&K?

☒ Yes ☐ No

5. Should prejudgment interest be awarded?

☒ Yes ☐ No

If you awarded damages or indemnification under question 3, from
what date should prejudgment interest be awarded?

6/24/2014

Foreperson: 1 NAME REDACTED
Foreperson

NAME REDACTED

Foreperson

Date: 6/10/21